

106TH CONGRESS  
1ST SESSION

# H. R. 3291

To provide for the settlement of the water rights claims of the Shivwits  
Band of the Paiute Indian Tribe of Utah, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 10, 1999

Mr. HANSEN introduced the following bill; which was referred to the  
Committee on Resources

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## A BILL

To provide for the settlement of the water rights claims  
of the Shivwits Band of the Paiute Indian Tribe of  
Utah, and for other purposes.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the “Shivwits Band of the  
5       Paiute Indian Tribe of Utah Water Rights Settlement  
6       Act”.

7       **SEC. 2. FINDINGS.**

8       Congress finds that—

9               (1) on July 21, 1980, the State of Utah, pursu-  
10       ant to title 73, chapter 4, Utah Code Ann. initiated

1 a statutory adjudication of water rights in the Fifth  
2 Judicial District Court in Washington County, Utah,  
3 Civil No. 800507596, which encompasses all of the  
4 rights to the use of water, both surface and under-  
5 ground, within the drainage area of the Virgin River  
6 and its tributaries in Utah (“Virgin River Adjudica-  
7 tion”), including the Santa Clara River Drainage  
8 (“Santa Clara System”);

9 (2) the United States was joined as a party in  
10 the Virgin River Adjudication pursuant to section  
11 666 of title 43, United States Code. On February  
12 13, 1987, the United States filed a Statement of  
13 Water User Claim asserting a water right based on  
14 State law and a Federal reserved water rights claim  
15 on its own behalf and on behalf of the Shivwits  
16 Band to water from the Santa Clara River System;

17 (3) the Virgin River Adjudication will take  
18 many years to conclude, entail great expense, and  
19 prolong uncertainty as to the availability of water  
20 supplies, and thus the parties have sought to settle  
21 their dispute over water and reduce the burdens of  
22 litigation;

23 (4) after lengthy negotiation, which included  
24 participation by representatives of the United States  
25 Government, the State of Utah, the Shivwits Band,

1 the Washington County Water Conservancy District,  
2 the city of St. George, and other water users on the  
3 Santa Clara River System, the parties have entered  
4 into agreements to resolve all water rights claims be-  
5 tween and among themselves and to quantify the  
6 water right entitlement of the Shivwits Band, and to  
7 provide for the construction of water projects to fa-  
8 cilitate the settlement of these claims;

9 (5) pursuant to the St. George Water Reuse  
10 Project Agreement, the Santa Clara Project Agree-  
11 ment, and the Settlement Agreement, the Shivwits  
12 Band will receive the right to a total of 4,000 acre-  
13 feet of water annually in settlement of their existing  
14 State law claims and Federal reserved water right  
15 claims;

16 (6) it is the official policy of the United States,  
17 in fulfillment of its trust responsibility to Indian  
18 tribes, to promote Indian self-determination and eco-  
19 nomic self-sufficiency, and to settle the water rights  
20 claims of Indian tribes to avoid lengthy and costly  
21 litigation;

22 (7) any meaningful policy of Indian self-deter-  
23 mination and economic self-sufficiency requires the  
24 development of viable Indian reservation economies;

1           (8) the quantification of water rights and the  
2           development of water use facilities is essential to the  
3           development of viable Indian reservation economies,  
4           particularly in the arid western States; and

5           (9) to advance the goals of Federal Indian pol-  
6           icy and to fulfill the trust responsibility of the  
7           United States to the Shivwits Band, it is appro-  
8           priate that the United States participate in the im-  
9           plementation of the St. George Water Reuse Project  
10          Agreement, the Santa Clara Project Agreement, and  
11          the Settlement Agreement in accordance with this  
12          Act.

13 **SEC. 3. PURPOSES.**

14          The purposes of this Act are—

15               (1) to achieve a fair, equitable, and final settle-  
16               ment of all claims to water rights in the Santa Clara  
17               River for the Shivwits Band, and the United States  
18               for the benefit of the Shivwits Band;

19               (2) to approve, ratify, and confirm the St.  
20               George Water Reuse Project Agreement, the Santa  
21               Clara Project Agreement, and the Settlement Agree-  
22               ment, and the Shivwits Water Right described there-  
23               in;

24               (3) to authorize the Secretary of the Interior to  
25               execute the St. George Water Reuse Project Agree-

1       ment, the Santa Clara Project Agreement, and the  
2       Settlement Agreement, and to take such actions as  
3       are necessary to implement these agreements in a  
4       manner consistent with this Act; and

5           (4) to authorize the appropriation of funds nec-  
6       essary for implementation of the St. George Water  
7       Reuse Project Agreement, the Santa Clara Project  
8       Agreement, and the Settlement Agreement.

9   **SEC. 4. DEFINITIONS.**

10       In this Act:

11           (1) SECRETARY.—The term “Secretary” means  
12       the Secretary of the Interior.

13           (2) UTAH.—The term “Utah” means the State  
14       of Utah, by and through its Department of Natural  
15       Resources.

16           (3) SHIVWITS BAND.—The term “Shivwits  
17       Band” means the Shivwits Band of the Paiute In-  
18       dian Tribe of Utah, a constituent band of the Paiute  
19       Indian Tribe of Utah, a federally recognized Indian  
20       tribe organized under section 16 of the Indian Reor-  
21       ganization Act of June 18, 1934 (48 Stat. 987; 25  
22       U.S.C. 476), and the Act of April 3, 1980 (94 Stat.  
23       317).

1           (4) DISTRICT.—The term “District” means the  
2       Washington County Water Conservancy District, a  
3       Utah water conservancy district.

4           (5) ST. GEORGE.—The term “St. George”  
5       means St. George City, a Utah municipal corpora-  
6       tion.

7           (6) VIRGIN RIVER ADJUDICATION.—The term  
8       “Virgin River Adjudication” means the statutory ad-  
9       judication of water rights initiated pursuant to title  
10      73, chapter 4, Utah Code Ann. and pending in the  
11      Fifth Judicial District Court in Washington County,  
12      Utah, Civil No. 800507596.

13          (7) ST. GEORGE WATER REUSE PROJECT  
14      AGREEMENT.—The term “St. George Water Reuse  
15      Project Agreement” means the agreement among  
16      the United States, Utah, the Shivwits Band, and St.  
17      George City, together with all exhibits thereto, as  
18      the same is approved and executed by the Secretary  
19      of the Interior pursuant to section 8 of this Act.

20          (8) SANTA CLARA PROJECT AGREEMENT.—The  
21      term “Santa Clara Project Agreement” means the  
22      agreement among the United States, Utah, the  
23      Shivwits Band, the Washington County Water Con-  
24      servancy District, St. George City, the town of Ivins,  
25      the town of Santa Clara, the New Santa Clara Field

1 Canal Company, the St. George Clara Field Canal  
2 Company, the Ivins Irrigation Company, the  
3 Southgate Irrigation Company, Bloomington Irriga-  
4 tion Company, Ed Bowler, and the Lower Gunlock  
5 Reservoir Company, together with all exhibits there-  
6 to, as the same is approved and executed by the Sec-  
7 retary of the Interior pursuant to section 8 of this  
8 Act.

9 (9) SETTLEMENT AGREEMENT.—The term  
10 “Settlement Agreement” means that agreement  
11 among the United States, Utah, the Shivwits Band,  
12 the Washington County Water Conservancy District,  
13 St. George City, the town of Ivins, the town of  
14 Santa Clara, the New Santa Clara Field Canal Com-  
15 pany, the St. George Clara Field Canal Company,  
16 the Ivins Irrigation Company, the Southgate Irriga-  
17 tion Company, Bloomington Irrigation Company, Ed  
18 Bowler, and the Lower Gunlock Reservoir Company,  
19 together with all exhibits thereto, as the same is ap-  
20 proved and executed by the Secretary of the Interior  
21 pursuant to section 8 of this Act.

22 (10) SHIVWITS WATER RIGHT.—The term  
23 “Shivwits Water Right” means the water right of  
24 the Shivwits Band set forth in the Settlement Agree-

1        ment and as settled, confirmed, and ratified by sec-  
2        tion 7 of this Act.

3            (11) SHIWITS BAND WATER DEVELOPMENT  
4        TRUST FUND.—The term “Shivwits Band Water De-  
5        velopment Trust Fund” means the Trust Fund au-  
6        thorized in section 11 of this Act to further the pur-  
7        poses of the Settlement Agreement and this Act.

8        **SEC. 5. ST. GEORGE WATER REUSE PROJECT.**

9            (a) ST. GEORGE WATER REUSE PROJECT.—The St.  
10        George Water Reuse Project shall consist of water treat-  
11        ment facilities, a pipeline, and associated pumping and de-  
12        livery facilities owned and operated by St. George which  
13        is a component of and which shall divert water from the  
14        Water Reclamation Facility located in St. George, Utah,  
15        and shall transport this water for delivery and use by St.  
16        George and the Shivwits Band. St. George shall make  
17        2,000 acre-feet of water available annually to the Shivwits  
18        Band at the eastern boundary of the Shivwits Reservation  
19        from the St. George Water Reuse Project and in accord-  
20        ance with the St. George Water Reuse Project Agreement  
21        and this Act.

22            (b) PROJECT CONSTRUCTION OPERATION AND MAIN-  
23        TENANCE.—(1) St. George shall be responsible for the en-  
24        gineering, permitting, construction, operation, mainte-  
25        nance, repair, and replacement of the St. George Water



1 Reuse Project, and the payment of its proportionate share  
2 of these project costs as provided for in the St. George  
3 Water Reuse Project Agreement.

4 (2) The Shivwits Band and the United States on be-  
5 half of the Shivwits Band shall make available, in accord-  
6 ance with the terms of the St. George Water Reuse Agree-  
7 ment and this Act, a total of \$15,000,000 to St. George  
8 for the proportionate share of the engineering, permitting,  
9 construction, operation, maintenance, repair, and replace-  
10 ment of the St. George Water Reuse Project associated  
11 with the 2,000 acre-feet annually to be provided to the  
12 Shivwits Band.

13 **SEC. 6. SANTA CLARA PROJECT.**

14 (a) SANTA CLARA PROJECT.—The Santa Clara  
15 Project shall consist of a pressurized pipeline from the ex-  
16 isting Gunlock Reservoir across the Shivwits Reservation  
17 to and including Ivins Reservoir, along with main lateral  
18 pipelines. The Santa Clara Project shall pool and deliver  
19 the water rights of the parties as set forth in the Santa  
20 Clara Agreement. The Santa Clara Project shall deliver  
21 to the Shivwits Band a total of 1,900 acre-feet annually  
22 in accordance with the Santa Clara Project Agreement  
23 and this Act.

24 (b) INSTREAM FLOW.—The Santa Clara Project shall  
25 release instream flow water from the Gunlock Reservoir

1 into the Santa Clara River for the benefit of the Virgin  
2 Spinedace, in accordance with the Santa Clara Project  
3 Agreement and this Act.

4 (c) PROJECT FUNDING.—The Utah Legislature and  
5 Congress have each appropriated grants of \$750,000 for  
6 the construction of the Santa Clara Project. The District  
7 shall provide a grant of \$750,000 for the construction of  
8 the Santa Clara Project. The District shall provide any  
9 additional funding required for the construction of the  
10 Santa Clara Project. The parties to the Santa Clara  
11 Project Agreement, except the Paiute Indian Tribe of  
12 Utah, Shivwits Band, and the United States on behalf of  
13 the Shivwits Band, shall pay the District their propor-  
14 tionate share of costs advanced by the District for the con-  
15 struction of the project in excess of the Federal, State,  
16 and District grants.

17 (d) PROJECT CONSTRUCTION, OPERATION, AND  
18 MAINTENANCE.—The District shall be responsible for the  
19 permitting, engineering, construction, and the initial oper-  
20 ation and maintenance of the Santa Clara Project. Oper-  
21 ation, maintenance, repair, and replacement activities and  
22 costs of the Santa Clara Project shall be handled in ac-  
23 cordance with the terms of the Santa Clara Project Agree-  
24 ment.

1 **SEC. 7. SHIVWITS WATER RIGHT.**

2       The Shivwits Band and its members shall have the  
3 following rights to water, which are hereby settled, rati-  
4 fied, and confirmed and which shall be held in trust by  
5 the United States on behalf of the Shivwits Band and its  
6 members:

7           (1) The Shivwits Band shall have the right in  
8 perpetuity to a total of 1,900 acre-feet annually  
9 from the Santa Clara River System as set forth in  
10 the Santa Clara Project Agreement. The priority of  
11 the Shivwits Band Water Right from the Santa  
12 Clara River shall be 1890.

13          (2) The Shivwits Band shall have the right in  
14 perpetuity to 2,000 acre-feet of water annually from  
15 the St. George Water Reuse Project as provided for  
16 in the St. George Water Reuse Project Agreement.  
17 The Shivwits Band shall have first priority to the  
18 water generated by the St. George Water Reuse  
19 Project.

20          (3) The Shivwits Band shall have a right in  
21 perpetuity to 100 acre-feet annually from ground-  
22 water on the Shivwits Reservation. The priority of  
23 the Shivwits groundwater right shall be 1916.

24          (4) The Shivwits Water Right shall not be sub-  
25 ject to loss by abandonment or forfeiture for nonuse.

1           (5) The Shivwits Band may use the Shivwits  
2       Water Right for either or both of the following:

3           (A) For any purpose anywhere on the  
4       Shivwits Band Reservation. Once the water is  
5       delivered to the Reservation, such use shall not  
6       be subject to State law, regulation, or jurisdic-  
7       tion.

8           (B) For any beneficial use off the Shivwits  
9       Reservation in accordance with the St. George  
10      Water Reuse Agreement, the Santa Clara  
11      Project Agreement, the Settlement Agreement,  
12      and all applicable Federal and State laws.

13      No service contract, lease, exchange, or other agree-  
14      ment entered into under this subsection may perma-  
15      nently alienate any portion of the Shivwits Water  
16      Right.

17   **SEC. 8. RATIFICATION OF AGREEMENTS.**

18      Except to the extent that the St. George Water Reuse  
19      Project Agreement, the Santa Clara Project Agreement,  
20      and the Settlement Agreement conflict with the provisions  
21      of this Act, such agreements are hereby approved, ratified,  
22      and confirmed. The Secretary is authorized to execute,  
23      and take such other actions as are necessary to implement,  
24      such agreements.

1 **SEC. 9. SATISFACTION OF CLAIMS.**

2 (a) FULL SATISFACTION OF CLAIMS.—The benefits  
3 realized by the Shivwits Band and its members under the  
4 St. George Water Reuse Project Agreement, the Santa  
5 Clara Project Agreement, the Settlement Agreement, and  
6 this Act shall constitute full and complete satisfaction of  
7 all water rights claims of the Shivwits Band and its mem-  
8 bers for water rights or injuries to water rights under Fed-  
9 eral and State laws from time immemorial to the effective  
10 date of this Act. Notwithstanding the foregoing, nothing  
11 in this Act shall be—

12 (1) deemed to recognize or establish any right  
13 of a member of the Shivwits Band to water on the  
14 Shivwits Reservation; or

15 (2) interpreted or construed to prevent or pro-  
16 hibit the Shivwits Band from participating in the fu-  
17 ture in other water projects, or from purchasing ad-  
18 ditional water rights for their benefit and use, to the  
19 same extent as any other entity.

20 (b) RELEASE.—The Shivwits Band on behalf of itself  
21 and its members, the Paiute Indian Tribe of Utah on be-  
22 half of itself and its members in the Santa Clara River  
23 System, and on behalf of the Shivwits Band, and the Sec-  
24 retary on behalf of the United States, are authorized as  
25 part of the performance of the obligations under the St.  
26 George Water Reuse Project Agreement, the Santa Clara

1 Project Agreement, and the Settlement Agreement, to exe-  
 2 cute a waiver and release, except as provided in the agree-  
 3 ments, of all claims of water rights or injuries to water  
 4 rights from time immemorial to the effective date of this  
 5 Act, which the Shivwits Band and its members may have  
 6 against the United States, the State of Utah or any agen-  
 7 cy or political subdivision thereof, or any other person,  
 8 corporation, or municipal corporation, arising under the  
 9 laws of the United States or the State of Utah.

10 (c) SAVINGS PROVISION.—In the event the authoriza-  
 11 tions contained in subsection (b) of this section do not be-  
 12 come effective pursuant to section 14, the Shivwits Band  
 13 and the United States shall retain the right to assert past  
 14 and future water rights claims as to all lands of the  
 15 Shivwits Reservation, and the water rights claims and de-  
 16 fenses of all other parties to the agreements shall also be  
 17 retained.

18 **SEC. 10. WATER RIGHTS AND HABITAT ACQUISITION PRO-**  
 19 **GRAM.**

20 (a) IN GENERAL.—The Secretary is authorized to es-  
 21 tablish a water rights and habitat acquisition program in  
 22 the Virgin River Basin—

23 (1) primarily for the benefit of species and  
 24 plants in the Santa Clara River Basin which have  
 25 been listed, are likely to be listed, or are the subject

1 of a duly approved conservation agreement under  
2 the Endangered Species Act; and

3 (2) secondarily for the benefit of species and  
4 plants in other parts of the Virgin River Basin  
5 which have been listed, are likely to be listed, or are  
6 the subject of a duly approved conservation agree-  
7 ment under the Endangered Species Act.

8 (b) WATER AND WATER RIGHTS.—The Secretary is  
9 authorized to acquire water and water rights, with or with-  
10 out the lands to which such rights are appurtenant, and  
11 to acquire shares in irrigation and water companies, and  
12 to transfer, hold, and exercise such water and water rights  
13 and related interests to assist the conservation and recov-  
14 ery of any species or plant described in subsection (a).

15 (c) REQUIREMENTS.—Acquisition of the water rights  
16 and related interests pursuant to this section shall be sub-  
17 ject to the following requirements:

18 (1) Water rights acquired must satisfy eligi-  
19 bility criteria adopted by the Secretary.

20 (2) Water right purchases shall be only from  
21 willing sellers, but the Secretary may target pur-  
22 chases in areas deemed by the Secretary to be most  
23 beneficial to the water rights acquisition program es-  
24 tablished by this section.

1           (3) All water rights shall be transferred and ad-  
2       ministered in accordance with any applicable State  
3       law.

4       (d) HABITAT PROPERTY.—The Secretary is author-  
5       ized to acquire, hold, and transfer habitat property to as-  
6       sist the conservation and recovery of any species or plants  
7       described in section 10(a). Acquisition of habitat property  
8       pursuant to this section shall be subject to the following  
9       requirements:

10           (1) Habitat property acquired must satisfy eli-  
11       gibility criteria adopted by the Secretary.

12           (2) Habitat property purchases shall be only  
13       from willing sellers, but the Secretary may target  
14       purchases in areas deemed by the Secretary to be  
15       most beneficial to the habitat acquisition program  
16       established by this section.

17       (e) CONTRACT.—The Secretary is authorized to ad-  
18       minister the water rights and habitat acquisition program  
19       by contract or agreement with a non-Federal entity which  
20       the Secretary determines to be qualified to administer  
21       such program. The water rights and habitat acquisition  
22       program shall be administered pursuant to the Virgin  
23       River Management Program.

24       (f) AUTHORIZATION.—There is authorized to be ap-  
25       propriated \$3,000,000 for the water rights and habitat ac-



1 quisation program authorized in this section. The funds  
 2 authorized to be appropriated by this section shall not be  
 3 in lieu of or supersede any other commitments by Federal,  
 4 State, or local agencies.

5 **SEC. 11. SHIVWITS BAND WATER DEVELOPMENT TRUST**  
 6 **FUND.**

7 (a) ESTABLISHMENT OF TRUST FUND.—There is es-  
 8 tablished in the Treasury of the United States a fund to  
 9 be known as the “Shivwits Band Water Development  
 10 Trust Fund” (hereinafter called the “Trust Fund”). The  
 11 Secretary shall deposit into the Trust Fund the funds au-  
 12 thorized to be appropriated in subsections (b) and (c). Ex-  
 13 cept as otherwise provided in this Act, the Trust Fund  
 14 principal and any income accruing thereon shall be man-  
 15 aged in accordance with the American Indian Trust Fund  
 16 Management Reform Act (108 Stat. 4239; 25 U.S.C.  
 17 4001 et seq.).

18 (b) AUTHORIZATION.—There is authorized to be ap-  
 19 propriated a total of \$20,000,000, in 2 equal annual in-  
 20 stallments in the 2001 and 2002 fiscal years for the fol-  
 21 lowing purposes:

22 (1) \$5,000,000 which shall be made available to  
 23 the Shivwits Band from the Trust Fund for pur-  
 24 poses including but not limited to those that would  
 25 enable the Shivwits Band to put to beneficial use all

1 or part of the Shivwits Water Right, to defray the  
2 costs of any water development project in which the  
3 Shivwits Band is participating, or to undertake any  
4 other activity that may be necessary or desired for  
5 implementation of the St. George Water Reuse  
6 Project Agreement, the Santa Clara Project Agree-  
7 ment, the Settlement Agreement, or to fulfill the  
8 purposes of this Act.

9 (2) \$15,000,000 which shall be made available  
10 by the Secretary and the Shivwits Band to St.  
11 George for the St. George Water Reuse Project, in  
12 accordance with the St. George Water Reuse Project  
13 Agreement.

14 (c) SHARE OF CERTAIN COSTS.—There is authorized  
15 to be appropriated to the Trust Fund in fiscal year 2003  
16 a total of \$1,000,000 to cover the present value of the  
17 Shivwits Band's proportionate share of operation, mainte-  
18 nance, repair, and replacement costs of the Santa Clara  
19 Project as provided for in the Santa Clara Project Agree-  
20 ment.

21 (d) USE OF THE TRUST FUND.—Except for the  
22 \$15,000,000 appropriated pursuant to subsection (b)(2),  
23 all Trust Fund principal and income accruing thereon may  
24 be used by the Shivwits Band for the purposes described  
25 in subsection (b)(1). The Shivwits Band, with the approval

1 of the Secretary, may withdraw the Trust Fund and de-  
2 posit it in a mutually agreed upon private financial institu-  
3 tion. That withdrawal shall be made pursuant to the  
4 American Indian Trust Fund Management Reform Act of  
5 1994 (25 U.S.C. 4001 et seq.).

6 (e) NO PER CAPITA PAYMENTS.—No part of the  
7 principal of the Trust Fund, or of the income accruing  
8 thereon, or of any revenue generated from any water use  
9 subcontract, shall be distributed to any member of the  
10 Shivwits Band on a per capita basis.

11 **SEC. 12. ENVIRONMENTAL COMPLIANCE.**

12 (a) NATIONAL ENVIRONMENTAL POLICY ACT.—Exe-  
13 cution by the Secretary of the St. George Water Reuse  
14 Project Agreement, the Santa Clara Project Agreement,  
15 or the Settlement Agreement shall not constitute major  
16 Federal action under the National Environmental Policy  
17 Act of 1969 (42 U.S.C. 4321 et seq.).

18 (b) OTHER REQUIREMENTS.—The Secretary shall  
19 comply with all other aspects of the National Environ-  
20 mental Policy Act (42 U.S.C. 4321 et seq.), and other ap-  
21 plicable environmental laws in implementing the terms of  
22 the St. George Water Reuse Agreement, the Santa Clara  
23 Project Agreement, the Settlement Agreement, and this  
24 Act.

1 **SEC. 13. MISCELLANEOUS PROVISIONS.**

2 (a) OTHER INDIAN TRIBES.—Nothing in the Settle-  
3 ment Agreement or this Act shall be construed in any way  
4 to quantify or otherwise adversely affect the land and  
5 water rights, claims, or entitlements to water of any In-  
6 dian tribe, pueblo, or community, other than the Shivwits  
7 Band.

8 (b) PRECEDENT.—Nothing in this Act shall be con-  
9 strued or interpreted as a precedent for the litigation of  
10 reserved water rights or the interpretation or administra-  
11 tion of future water settlement Acts.

12 **SEC. 14. EFFECTIVE DATE.**

13 The authorization contained in section 9(b) of this  
14 Act shall become effective as of the date the Secretary  
15 causes to be published in the Federal Register a statement  
16 of findings that—

17 (1) the funds authorized by section 11(b) and  
18 (c) have been appropriated and deposited into the  
19 Trust Fund;

20 (2) the funds authorized by section 10(c) have  
21 been appropriated;

22 (3) the St. George Water Reuse Project Agree-  
23 ment has been modified to the extent it is in conflict  
24 with this Act and has been executed by all parties  
25 thereto;

1           (4) the Santa Clara Project Agreement has  
2       been modified to the extent it is in conflict with this  
3       Act and has been executed by all parties thereto;

4           (5) the Settlement Agreement has been modi-  
5       fied to the extent it is in conflict with this Act and  
6       has been executed by all parties thereto;

7           (6) the State Engineer of Utah has taken all  
8       actions and approved all applications necessary to  
9       implement the provisions of the St. George Water  
10      Reuse Agreement, the Santa Clara Project Agree-  
11      ment, and the Settlement Agreement, from which no  
12      further appeals may be taken; and

13          (7) the court has entered a decree confirming  
14      the Shivwits Water Right in the Virgin River Adju-  
15      dication.

○